

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Bhaskar M. Savani, Arun M. Savani and Niranjan M. Savani,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	C.A. NO.
Pathway Holdings, LLC,	:	
	:	
Defendant.	:	

COMPLAINT

Plaintiffs, Bhaskar M. Savani, Arun M. Savani and Niranjan M. Savani (collectively “Plaintiffs”), by and through their counsel, Dilworth Paxson LLP, hereby file this Complaint against Defendant, Pathway Holdings, LLC (“Defendant” or “Pathway”) to recover damages for the Defendant’s breaches of a promissory note entered into between the parties and in support thereof alleges the following:

THE PARTIES

1. Plaintiff Bhaskar M. Savani is an adult individual residing at 91 Chestnut Lane, North Wales, PA 19454.
2. Plaintiff Arun M. Savani is an adult individual residing at 115 Jonathan Drive, North Wales, PA 19454.
3. Plaintiff Niranjan M. Savani is an adult individual residing at 115 Red Haven Drive, North Wales, PA 19454.
4. Upon information and belief, Pathway is a limited liability company organized under the laws of the State of Florida with a place of business located at 11505 East Broadway Ave., Mango, FL 33550.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interests and costs.

6. Venue is proper in the Eastern District of Pennsylvania by virtue of 28 U.S.C. § 1391(a)(2) because a substantial part of the events and/or omissions giving rise to the claims occurred in the Eastern District of Pennsylvania.

7. Additionally, the parties entered into multiple agreements providing for *in personam* jurisdiction in Pennsylvania and venue in the Eastern District of Pennsylvania.

FACTUAL BACKGROUND

8. Plaintiffs were the principal owners of Organica BioTech, Inc., a Pennsylvania corporation (the “Company”).

9. On August 13, 2008, Plaintiffs and Pathway entered into a purchase agreement (the “Purchase Agreement”) whereby Pathway agreed to purchase 350 shares of the Company from Plaintiffs for the sum of \$1,000,000.00. A true and correct copy of the Purchase Agreement is attached hereto as Exhibit “A.”

10. The Purchase Agreement required Pathway to deliver an initial payment to Plaintiffs of \$400,000.00 and to execute a promissory note with Plaintiffs for the remaining \$600,000.00.

11. Consistent with the Purchase Agreement, Pathway executed in favor of Plaintiffs, a Promissory Note dated August 13, 2008 in the principal amount of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) (the “Promissory Note”). A true and correct copy of the Promissory Note is attached hereto as Exhibit “B.”

12. The Promissory Note called for Pathway to repay the \$600,000.00 sum through two installment payments of \$300,000.00, the first on or before December 31, 2008 and the second on or before March 30, 2009.

13. Pathway failed to remit either installment payment to Plaintiffs when due.

14. Pathway's failure to make these installment payments constitute defaults of the Promissory Note.

15. Pursuant to the terms of the Promissory Note, upon default the entire unpaid principal balance, interest, and attorneys' fees are now due and owing.

16. Pathway owes Plaintiffs the following under the terms of said Promissory Note:

Principal Balance:	\$600,000.00
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Interest to 4/20/10 (at 6% per annum):	\$ 43,918.22
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Attorneys' Fees and Costs:	\$ 25,000.00
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TOTAL:	\$668,918.22
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17. Plaintiffs have made demand upon the Defendant for payment of the principal balance, but Defendant has refused and continues to refuse to pay the above sum. Copies of letters to Stephen C. Gans and Stephen L. Jaeb, both members of Pathway, are attached hereto as Exhibits "C" and "D," respectively.

COUNT I – BREACH OF CONTRACT – THE PROMISSORY NOTE
(against Pathway Holdings, LLC)

17. Plaintiffs repeat the foregoing paragraphs as if more fully set forth at length herein.

18. Due to Pathway's failure to make timely installment payments to Plaintiffs, Defendant has breached the Promissory Note.

19. Plaintiffs have suffered damages as a result of such breach.

WHEREFORE, Plaintiffs hereby demand judgment against Pathway Holdings, LLC for the following relief:

- (a) compensatory damages;
- (b) prejudgment interest thereon;
- (c) attorneys' fees and cost of suit; and
- (d) for such other and further relief that the Court deems equitable and just under the circumstances.



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Savani, Arun M. Savani and Niranjana M.

Savani

Dated: April 29, 2010